

ELON MUSK SUPPLEMENTAL INTERROGATORY RESPONSES

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

IN RE TESLA, INC. SECURITIES
LITIGATION

Case No. 3:18-cv-04865-EMC

**ELON R. MUSK'S AMENDED AND
SUPPLEMENTAL RESPONSES TO
LEAD PLAINTIFF'S FIRST SET OF
INTERROGATORIES**

PROPOUNDING PARTY: GLEN LITTLETON
RESPONDING PARTY: ELON R. MUSK
SET NUMBER: ONE

Pursuant to Federal Rules of Civil Procedure 26 and 33, Defendant Elon R. Musk (“Mr. Musk”) responds as follows to Lead Plaintiff Glen Littleton’s (“Plaintiff”) First Set of Interrogatories (the “Interrogatories, and each individually, “Interrogatory”) dated February 24, 2021.

IV. GENERAL RESPONSES.

1. Mr. Musk reserves all rights to object to the use of any responses herein in any subsequent proceeding, including the trial of this or any action. To the extent Mr. Musk responds to these Interrogatories, he does not concede that the information requested is either relevant to any party’s claim or defense or proportional to the needs of the case. Mr. Musk preserves all objections as to competency, relevancy, authenticity, materiality, privilege and admissibility. Mr. Musk expressly reserves the right to object to further discovery into the subject matter of any of these interrogatories.

2. Mr. Musk’s response to Plaintiff’s Interrogatories is made to the best of Mr. Musk’s present knowledge, information, and belief. Said response is at all times subject to such additional or different information that discovery or further investigation may disclose and, while based on the present state of Mr. Musk’s recollection, is subject to such refreshing of recollection, and such additional knowledge of facts, as may result from Mr. Musk’s further discovery or investigation.

3. Mr. Musk reserves the right to make any use of, or to introduce at any hearing and at trial, information and/or documents responsive to Plaintiff’s Interrogatories but discovered subsequent to the date of this response, including, but not limited to, any such information or documents obtained in discovery herein.

4. To the extent that Mr. Musk responds to Plaintiff’s Interrogatories by stating that Mr. Musk will provide information and/or documents that Mr. Musk or any other party to this litigation deems to embody material that is private, business confidential, proprietary, trade secret, or otherwise protected from disclosure pursuant to Federal Rule of Civil Procedure 26(c)(1)(G), Federal Rule of Evidence 501, or other applicable laws, Mr. Musk will provide such information, if any, only in accordance with the protective order entered by the Court on May 20, 2020 (“Protective Order”) (Dkt. 255) governing the disclosure and use of such information.

5. Mr. Musk is willing to meet and confer with Plaintiff regarding any objection and/or response herein.

V. GENERAL OBJECTIONS.

Mr. Musk makes the following general objections, whether or not separately set forth in response to each Interrogatory, to each Instruction, Definition, and Interrogatory made in Plaintiff's First Set of Interrogatories:

1. Mr. Musk objects to all Instructions, Definitions, and Interrogatories to the extent that they improperly attempt to expand, alter, or modify the scope of permissible discovery under, or impose a duty or obligation that is inconsistent with, in excess of, or not authorized by, the Federal Rules of Civil Procedure ("FRCP"), the Local Rules of the U.S. District Court for the Northern District of California (the "Local Rules"), or any other applicable law. In responding to these Interrogatories, Mr. Musk shall follow the FRCP, the Local Rules, and any orders entered by the Court rather than any of Plaintiff's instructions and requirements that go beyond or contradict those legal requirements.

2. Mr. Musk objects to each and every Interrogatory to the extent that such Interrogatory seeks information that is not relevant to the claims or defenses of any party or is not proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the parties' relative access to relevant information, the parties' resources, the importance of the discovery in resolving the issues, and whether the burden or expense of the proposed discovery outweighs its likely benefit.

3. Mr. Musk objects to each and every Interrogatory to the extent that such Interrogatory seeks documents or information already in the possession of Plaintiff, equally accessible to Plaintiff, or available to Plaintiff through public sources or records, on the ground that it subjects Mr. Musk to unreasonable and undue burden and expense.

4. Mr. Musk objects to all Instructions, Definitions, and Interrogatories insofar as each such Instruction, Definition, or Interrogatory seeks information or production of documents protected by the attorney-client privilege, the work product doctrine, or any other privilege, immunity, or doctrine recognized by any and all federal or state rules or laws, or otherwise not

1 subject to discovery under the FRCP. Such documents or information shall not be provided in
 2 response to the Interrogatories and any inadvertent disclosure or production thereof shall not be
 3 deemed a waiver of any privilege with respect to such documents or information, or of any work
 4 product immunity which may attach thereto.

5 5. Mr. Musk objects to all Instructions, Definitions, and Interrogatories to the extent
 6 they seek information protected from discovery by any right to privacy or any other applicable
 7 privilege or protection, including the right to privacy of third parties, or by Mr. Musk's obligations
 8 under applicable law or contract to protect such confidential information, including as set forth in
 9 confidentiality and/or non-disclosure agreements or understandings with third parties. Mr. Musk
 10 will provide such information, if any, only in accordance with the Protective Order.

11 6. Mr. Musk objects to all Instructions, Definitions, and Interrogatories to the extent
 12 they seek information or documents not currently in Mr. Musk's possession, custody, or control,
 13 seek to require Mr. Musk to search for information or documents no longer in existence or in Mr.
 14 Musk's possession, custody, or control, or refer to persons, entities, or events not known or
 15 controlled by Mr. Musk, which would subject Mr. Musk to unreasonable and undue annoyance,
 16 oppression, burden, and expense.

17 7. Mr. Musk objects to each and every Interrogatory to the extent it calls for a legal
 18 conclusion and/or purports to require Mr. Musk to make ultimate factual determinations without
 19 benefit of full discovery, investigation, and evaluation.

20 8. Mr. Musk objects to each and every Interrogatory to the extent it is duplicative of
 21 or redundant with other Interrogatories herein, or other requests for information made by Plaintiff,
 22 including via other discovery methods authorized under the FRCP (e.g., Requests for Production),
 23 on the grounds that such Interrogatory would unreasonably subject Mr. Musk to undue annoyance,
 24 oppression, burden, and expense.

25 **VI. OBJECTIONS TO INSTRUCTIONS AND DEFINITIONS.**

26 1. Mr. Musk objects to Instruction No. 1 to the extent it seeks to require Mr. Musk to
 27 supplement his Interrogatory responses, in the event Mr. Musk obtains additional information that
 28 would change or modify one or more of Mr. Musk's previous Interrogatory responses on an

1 accelerated timeline or is otherwise in excess of any obligation imposed by law, including the
 2 requirements of the FRCP and the Local Rules. Mr. Musk further objects to Instruction No. 1 on
 3 the grounds that it seeks to require Mr. Musk to serve supplemental and/or amended responses
 4 upon “Defendants.”

5 2. Mr. Musk objects to the Definition of “Account” or “Accounts” as vague,
 6 ambiguous, and overbroad, and to the extent that it contradicts or conflicts with the Definition of
 7 “Service Provider” or “Service Providers.” Subject to these objections, Mr. Musk will interpret
 8 these words in accordance with their ordinary meanings.

9 3. Mr. Musk objects to the Definition of “Communication” and “Communications”
 10 to the extent that the reference to “any disclosure, transfer or exchange of information or opinion
 11 in whatever form . . . and by any means of transmission or receipt” in the Definition is overbroad,
 12 unduly burdensome, and seeking information protected by a privacy interest.

13 4. Mr. Musk objects to the Definition of “Concerning” as vague and ambiguous, and
 14 to the extent that it attempts to define this word beyond its ordinary meaning. Mr. Musk further
 15 objects to the Definition of “Concerning” to the extent it contradicts or conflicts with the
 16 Definitions of “related to,” “relating to,” “in relation to,” “regarding,” and “concerning.” Subject
 17 to these objections, Mr. Musk will interpret this word in accordance with its ordinary meaning.

18 5. Mr. Musk objects to the definition of “Device” or “Devices” as vague, ambiguous,
 19 overbroad, and unduly burdensome, and seeking information not relevant to the claims or defenses
 20 of any party to the extent that it seeks “any piece of electronic equipment that has or had the ability
 21 to transfer data or Documents by connecting to the Internet via Wi-Fi, satellite, or any
 22 telecommunications network,” including those that “you . . . lease, leased, received on a loan, were
 23 loaned, have or had in your possession, or were provided by or received from any person, entity,
 24 or Tesla,” and including “smart devices . . . , smart televisions, and onboard electronics integrated
 25 into motor vehicles.” Subject to these objections, Mr. Musk will interpret these words in
 26 accordance with their ordinary meanings.

27 6. Mr. Musk objects to the definition of “Document” or “Documents” to the extent
 28 that such definition renders any Interrogatory overly broad and unduly burdensome by requiring

reference to Documents including “any record created thereby, regardless of the manner in which the record has been stored,” and as such purports to require, for example, restoration of documents or data that are not retained in the ordinary course of business and that reside exclusively on extant backup tapes of electronic media and the recovery of documents or data that have been deleted or are fragmented, among other things. Mr. Musk further objects to the extent that the Definition of “Document or Documents” includes “Electronically Stored Information and Hard Copy Documents,” which terms are not defined in the Interrogatories.

7. Mr. Musk objects to the Definition of “Goldman Sachs” as overbroad and unduly burdensome to the extent that the Interrogatories seek information from inaccessible or unknown parties and to the extent that they seek information that is not reasonably known to or obtainable by Mr. Musk. Mr. Musk further objects to the Definition of “Goldman Sachs” as vague and ambiguous and because it calls for legal conclusions with respect to the terms “predecessors,” “successors,” “divisions,” “affiliates,” “agents,” and “any other Person or entity acting on its behalf.” Mr. Musk further objects to the Definition of “Goldman Sachs” to the extent it purports to encompass information that is protected by the attorney-client privilege, the attorney work-product doctrine, and/or any other lawfully recognized privilege, protection, or immunity from disclosure; and/or to the extent that it purports to impose obligations greater than those set forth in the FRCP. Subject to these objections, Mr. Musk will interpret the term “Goldman Sachs” as referring to Goldman Sachs Group, Inc. and any of its employees, officers, or directors acting in their official capacities.

8. Mr. Musk objects to the Definition of “Identify” or “Identification,” and to all Interrogatories containing those terms, as overbroad, vague, ambiguous, and unduly burdensome, and to the extent that the Interrogatories seek information from inaccessible or unknown parties, seek information that is not reasonably known to or obtainable by Mr. Musk, and would impose upon Mr. Musk an obligation in excess of what is called for by the FRCP. Mr. Musk further objects to the Definition of “Identify” or “Identification” to the extent that the term “document” contained in the subparts therein is undefined, vague, and ambiguous, and to the extent that it contradicts or conflicts with the Definition of the term “Document” or “Documents.” Subject to

1 these objections, Mr. Musk will interpret the term “document” in accordance with its ordinary
2 meaning. Mr. Musk also objects to the Definition of “Identify” or “Identification” to the extent
3 that it is circular because it uses the terms “identity,” “identify(ing)” and “identification.” Subject
4 to these objections, Mr. Musk will interpret the terms “Identify” and “Identification” in accordance
5 with their ordinary meanings.

6 9. Mr. Musk objects to the Definition of “Identify” or “Identification” when used with
7 respect to a person or entity as overbroad, unduly burdensome, and seeking information not
8 relevant to the claims or defenses of any party to the extent that it seeks the last known address
9 and present or last known place of employment for any natural person and the principal place of
10 business for any entity.

11 10. Mr. Musk objects to the Definition of “Identify” or “Identification” when used with
12 respect to the term “Communication” or “Communications” as overbroad, unduly burdensome,
13 and seeking information not relevant to the claims or defenses of any party to the extent that it
14 seeks the type of Communication; the identification of each person who made, received, or was
15 present when the Communication or Communications were made; the phone number, email, or
16 user/handle name of each person who made, received, or was present when the Communication
17 or Communications were made, where the Communication or Communications were not
18 conducted in person; the location of each person who made, received, or was present when the
19 Communication or Communications took place; and the subject matter discussed to the extent that
20 subject matter is not relevant to the claims or defenses of any party.

21 11. Mr. Musk objects to the Definition of “Identify” or “Identification” when used with
22 respect to the term “Account” or “Accounts” as overbroad, unduly burdensome, and seeking
23 information not relevant to the claims or defenses of any party to the extent that it seeks
24 information related to Accounts associated with any Device or Devices containing information or
25 used for communications not related to this case and the address of the business or person
26 providing or maintaining the account.

27 12. Mr. Musk objects to the Definition of “Identify” or “Identification” when used with
28 respect to the term “Device” or “Devices” as overbroad, unduly burdensome, seeking information

protected by a privacy interest and seeking information not relevant to the claims or defenses of any party to the extent that it seeks information relating to Devices containing information or used for communications not related to this case, and to the extent it seeks each Device's make, model number, and serial number; International Mobile Equipment Identity Number and/or Electronic Serial Number; and Internet Protocol address.

13. Mr. Musk objects to the Definition of "Identify" or "Identification" when used with respect to the assertion of a claim of privilege or other immunity from discovery as overbroad, unduly burdensome, and seeking information not relevant to the claims or defenses of any party to the extent that such Definition seeks to impose obligations on Mr. Musk different from or greater than those imposed by the FRCP 26(b)(5) and other applicable laws. Mr. Musk further objects to the Definition of "Identify" or "Identification" when used with respect to the assertion of a claim of privilege or other immunity from discovery as overbroad, unduly burdensome, and seeking information not relevant to the claims or defenses of any party to the extent that it seeks each document's type, title, all subject matter contained within it, title, and number of pages; the identity of each person who participated in its preparation; the identity of each person who signed or sent the document; the identity of each person to whom the document or information was addressed, copied, or sent; and the identity of each person who received the document or information.

14. Mr. Musk objects to the Definition of "Morgan Stanley" as overbroad and unduly burdensome to the extent that the Interrogatories seek information from inaccessible or unknown parties and to the extent that they seek information that is not reasonably known to or obtainable by Mr. Musk. Mr. Musk further objects to the Definition of "Morgan Stanley" as vague and ambiguous and because it calls for legal conclusions with respect to the terms "predecessors," "successors," "divisions," "affiliates," "agents," and "any other Person or entity acting on its behalf." Mr. Musk further objects to the Definition of "Morgan Stanley" to the extent it purports to encompass information that is protected by the attorney-client privilege, the attorney work-product doctrine, and/or any other lawfully recognized privilege, protection, or immunity from disclosure; and/or to the extent that it purports to impose obligations greater than those set forth in the FRCP. Subject to these objections, Mr. Musk will interpret the term "Morgan Stanley" as

1 referring to Morgan Stanley and any of its employees, officers, or directors acting in their official
2 capacities.

3 15. Mr. Musk objects to the Definition of “Munger Tolles” as overbroad and unduly
4 burdensome to the extent that the Interrogatories seek information from inaccessible or unknown
5 parties and to the extent that they seek information that is not reasonably known to or obtainable
6 by Mr. Musk. Mr. Musk further objects to the Definition of “Munger Tolles” as vague and
7 ambiguous and because it calls for legal conclusions with respect to the terms “predecessors,”
8 “successors,” “divisions,” “affiliates,” “agents,” and “any other Person or entity acting on its
9 behalf.” Mr. Musk further objects to the definition of “Munger Tolles” to the extent it purports to
10 encompass information that is protected by the attorney-client privilege, the attorney work-product
11 doctrine, and/or any other lawfully recognized privilege, protection, or immunity from disclosure;
12 and/or to the extent that it purports to impose obligations greater than those set forth in the FRCP.
13 Subject to these objections, Mr. Musk will interpret the term “Munger Tolles” as referring to
14 Munger, Tolles & Olson LLP and any of its employees, officers, or directors acting in their official
15 capacities.

16 16. Mr. Musk objects to the Definition of “Public Investment Fund” or
17 “PIF” as overbroad and unduly burdensome to the extent that the Interrogatories seek information
18 from inaccessible or unknown parties and to the extent that they seek information that is not
19 reasonably known to or obtainable by Mr. Musk. Mr. Musk further objects to the Definition of
20 “Public Investment Fund” of “PIF” as vague and ambiguous and because it calls for legal
21 conclusions with respect to the terms “predecessors,” “successors,” “divisions,” “affiliates,”
22 “agents,” and “any other Person or entity acting on its behalf.” Mr. Musk further objects to the
23 Definition of “Public Investment Fund” of “PIF” to the extent it purports to encompass information
24 that is protected by the attorney-client privilege, the attorney work-product doctrine, and/or any
25 other lawfully recognized privilege, protection, or immunity from disclosure; and/or to the extent
26 that it purports to impose obligations greater than those set forth in the FRCP. Subject to these
27 objections, Mr. Musk will interpret the terms “Public Investment Fund” and “PIF” as referring to
28 the Public Investment Fund of Saudi Arabia and any of its employees, officers, or directors acting

1 in their official capacities.

2 17. Mr. Musk objects to the Definition of “Person” as vague and ambiguous and to the
3 extent that it attempts to define words beyond their ordinary meaning. Subject to these objections,
4 Mr. Musk will interpret this word in accordance with its ordinary meaning.

5 18. Mr. Musk objects to the Definition of “Service Provider” or “Service Providers” as
6 vague, ambiguous, overbroad, and to the extent that it contradicts or conflicts with the Definition
7 of “Account” or “Accounts.” Subject to these objections, Mr. Musk will interpret these words in
8 accordance with their ordinary meanings.

9 19. Mr. Musk objects to the Definition of “Silver Lake” as overbroad and unduly
10 burdensome to the extent that the Interrogatories seek information from inaccessible or unknown
11 parties and to the extent that they seek information that is not reasonably known or obtainable by
12 Mr. Musk. Mr. Musk further objects to the Definition of “Silver Lake” as vague and ambiguous
13 and because it calls for legal conclusions with respect to the terms “predecessors,” “successors,”
14 “divisions,” “affiliates,” “agents,” and “any other Person or entity acting on its behalf.” Mr. Musk
15 further objects to the Definition of “Silver Lake” to the extent it purports to encompass information
16 that is protected by the attorney-client privilege, the attorney work-product doctrine, and/or any
17 other lawfully recognized privilege, protection, or immunity from disclosure; and/or to the extent
18 that it purports to impose obligations greater than those set forth in the FRCP. Subject to these
19 objections, Mr. Musk will interpret the term “Silver Lake” as referring to Silver Lake
20 Management, L.L.C. and any of its employees, officers, or directors acting in their official
21 capacities.

22 20. Mr. Musk objects to the Definition of “Tesla” as overbroad and unduly burdensome
23 to the extent that the Interrogatories seek information from inaccessible or unknown parties and to
24 the extent that they seek information that is not reasonably known or obtainable by Mr. Musk. Mr.
25 Musk further objects to the Definition of “Tesla” as vague and ambiguous and because it calls for
26 legal conclusions with respect to the terms “predecessors,” “successors,” “divisions,” “affiliates,”
27 “agents,” and “any other Person or entity acting on its behalf.” Mr. Musk further objects to the
28 Definition of “Tesla” to the extent it purports to encompass information that is protected by the

1 attorney-client privilege, the attorney work-product doctrine, and/or any other lawfully recognized
 2 privilege, protection, or immunity from disclosure; and/or to the extent that it purports to impose
 3 obligations greater than those set forth in the FRCP. Subject to these objections, Mr. Musk will
 4 interpret the term “Tesla” as referring to Tesla, Inc. and any of its employees, officers, or directors
 5 acting in their official capacities.

6 21. Mr. Musk objects to the Definition of “Wachtell” as overbroad and unduly
 7 burdensome to the extent that the Interrogatories seek information from inaccessible or unknown
 8 parties and to the extent that they seek information that is not reasonably known or obtainable by
 9 Mr. Musk. Mr. Musk further objects to the Definition of “Wachtell” as vague and ambiguous and
 10 because it calls for legal conclusions with respect to the terms “predecessors,” “successors,”
 11 “divisions,” “affiliates,” “agents,” and “any other Person or entity acting on its behalf.” Mr. Musk
 12 further objects to the Definition of “Wachtell” to the extent it purports to encompass information
 13 that is protected by the attorney-client privilege, the attorney work-product doctrine, and/or any
 14 other lawfully recognized privilege, protection, or immunity from disclosure; and/or to the extent
 15 that it purports to impose obligations greater than those set forth in the FRCP. Subject to these
 16 objections, Mr. Musk will interpret the term “Wachtell” as referring to Wachtell, Lipton, Rosen &
 17 Katz and any of its employees, officers, or directors acting in their official capacities.

18 22. Mr. Musk objects to the Definition of “related to,” “relating to,” “in relation to,”
 19 “regarding,” and “concerning” as vague and ambiguous, to the extent that it attempts to define
 20 words beyond their ordinary meaning, and to the extent it contradicts or conflicts with the
 21 Definition of “Concerning.” Subject to these objections, Mr. Musk will interpret these words in
 22 accordance with their ordinary meanings.

23 **VII. SPECIFIC OBJECTIONS AND RESPONSES TO INTERROGATORIES.**

24 Without waiving or limiting in any manner any of the foregoing General Responses and
 25 Objections and Objections to Instructions and Definitions, but rather incorporating them into each
 26 of the following responses to the extent applicable, Mr. Musk responds to the specific
 27 Interrogatories as follows:
 28

INTERROGATORY NO. 1:

Identify any Account or Accounts with a Service Provider or Service Providers associated with any Devices used by Elon Musk during July 1, 2018 through August 24, 2018, inclusive.

RESPONSE TO INTERROGATORY NO. 1:

In addition to the foregoing General Objections and Objections to Instructions and Definitions, which are incorporated by reference herein, Mr. Musk objects to this Interrogatory on the grounds that it is overbroad and unduly burdensome and seeks information that is not relevant to the claims or defenses of any party and not proportional to the needs of the case insofar as none of Plaintiff's allegations relate to any of Mr. Musk's Account(s) with any Service Provider(s).

Mr. Musk also objects to this Interrogatory to the extent that it seeks information protected from discovery by any right to privacy or any other applicable privilege or protection, including the right to privacy of third parties, or by Mr. Musk's obligations under applicable law or contract to protect such confidential information, including as set forth in confidentiality and/or non-disclosure agreements or understandings with third parties. Mr. Musk will provide such information, if any, only in accordance with the Protective Order.

Mr. Musk further objects that as defined herein, the terms "Account" and "Service Provider" are vague, ambiguous, and overbroad and objects to the extent that their Definitions contradict or conflict with one another. Mr. Musk also objects that as defined herein the term "Devices" is vague, ambiguous, overbroad, and unduly burdensome, and seeking information not relevant to the claims or defenses of any party to the extent that it seeks "any piece of electronic equipment that has or had the ability to transfer data or Documents by connecting to the Internet via Wi-Fi, satellite, or any telecommunications network," including those that "you . . . lease, leased, received on a loan, were loaned, have or had in your possession, or were provided by or received from any person, entity, or Tesla," and including "smart devices . . . , smart televisions, and onboard electronics integrated into motor vehicles." For the purpose of this Interrogatory, Mr. Musk will interpret these words in accordance with their ordinary meanings.

Subject to and without waiving the foregoing objections, Mr. Musk responds as follows:

Mr. Musk refers Plaintiff to the following document for information regarding an Account

1 held by Mr. Musk: SEC-EPROD-000009602.

2 Mr. Musk's use of mobile phones was discussed in his testimony to the U.S. Securities and
3 Exchange Commission ("SEC").¹ (*See, e.g.,* Musk Tr. SEC-EPROD-000016128-16132.)

4 Discovery is ongoing and Mr. Musk reserves the right to supplement and/or amend this
5 response should he learn any additional information responsive to the Interrogatory.

6 **INTERROGATORY NO. 2:**

7 Identify all funding that was secured as of 12:48 P.M. EST on August 7, 2018 to take Tesla
8 private at \$420 per share.

9 **RESPONSE TO INTERROGATORY NO. 2:**

10 In addition to the foregoing General Objections and Objections to Instructions and
11 Definitions, which are incorporated by reference herein, Mr. Musk objects to this Interrogatory on
12 the grounds that it is a premature contention interrogatory. Mr. Musk also objects to this
13 Interrogatory to the extent that it seeks information protected from discovery by any right to privacy
14 or any other applicable privilege or protection, including the right to privacy of third parties, or by
15 Mr. Musk's obligations under applicable law or contract to protect such confidential information,
16 including as set forth in confidentiality and/or non-disclosure agreements or understandings with
17 third parties. Mr. Musk will provide such information, if any, only in accordance with the
18 Protective Order.

19 Mr. Musk also objects that the word "secured" is undefined and susceptible to multiple
20 varied interpretations. Mr. Musk further objects to this Interrogatory to the extent that it seeks
21 information protected by the attorney-client privilege, work product doctrine, common interest
22 privilege, or common law privilege, doctrine, immunity, rule of confidentiality, or protection from
23 disclosure that may attach to the information requested.

24 Subject to and without waiving the foregoing objections, Mr. Musk responds as follows:

25 At the July 31, 2018 meeting at Tesla's Fremont factory attended by Yasir Al-Rumayyan,
26 Saad Al-Jarboa, and Naif Al-Mogren from the Public Investment Fund of Saudi Arabia ("PIF") and
27

28 ¹ All "Tr." cites are to testimony taken by the SEC in August and September 2018, which transcripts
have been produced to Plaintiff.

1 Mr. Musk, Sam Teller, and Deepak Ahuja from Tesla (*see, e.g.*,
 2 TESLA_LITTLETON_00005289), Mr. Musk received an oral commitment from Mr. Al-
 3 Rumayyan to fund the contemplated going-private transaction, as Mr. Musk and multiple other
 4 participants in that meeting confirmed in their testimony to the SEC (*see, e.g.*, Musk Tr. SEC-
 5 EPROD-000016253-55; Teller Tr. SEC-EPROD-000017399-402; Ahuja Tr. SEC-EPROD-
 6 000014461-65). Mr. Musk was referring to this oral commitment from the PIF when he used the
 7 phrase “funding secured” at 12:48 P.M. EST on August 7, 2018. *See, e.g.*, Musk Tr. SEC-EPROD-
 8 000016333. At that time Mr. Musk also “had other funding sources in mind” but “felt . . . [he] was
 9 subscribed based on the PIF desire to take Tesla private alone.” *See, e.g.*, Musk Tr. SEC-EPROD-
 10 000016334. Those other sources of funding included “Google or Alphabet,” SpaceX, and the
 11 “UA[E] fund.” *See, e.g.*, Musk Tr. SEC-EPROD-000016334-39.

12 Mr. Musk further responds that, as Mr. Musk explained in his blog post “Update on Taking
 13 Tesla Private,” published on Tesla’s website on August 13, 2018:

14 Going back almost two years, the Saudi Arabian sovereign wealth fund has
 15 approached me multiple times about taking Tesla private. . . . Recently, after the
 16 Saudi fund bought almost 5% of Tesla stock through the public markets, they
 17 reached out to ask for another meeting. That meeting took place on July 31st.
 18 During the meeting, the Managing Director of the fund expressed regret that I had
 19 not moved forward previously on a going private transaction with them, and he
 20 strongly expressed his support for funding a going private transaction for Tesla at
 21 this time. I understood from him that no other decision makers were needed and
 22 that they were eager to proceed. I left the July 31st meeting with no question that a
 23 deal with the Saudi sovereign fund could be closed, and that it was just a matter of
 24 getting the process moving. This is why I referred to “funding secured” in the
 25 August 7th announcement.

26 Elon Musk, *Update on Taking Tesla Private*, Tesla (Aug. 13, 2018)

27 <https://www.tesla.com/blog/update-taking-tesla-private>.

28 Discovery is ongoing and Mr. Musk reserves the right to supplement and/or amend this
 response should he learn any additional information responsive to the Interrogatory.

INTERROGATORY No. 3:

Identify every source of funding that was legally committed for a going private transaction
 of Tesla and when such funding became legally committed.

1 RESPONSE TO INTERROGATORY NO. 3:

2 In addition to the foregoing General Objections and Objections to Instructions and
 3 Definitions, which are incorporated by reference herein, Mr. Musk objects to this Interrogatory on
 4 the grounds that it is a premature contention interrogatory. Mr. Musk also objects to this
 5 Interrogatory to the extent that it seeks information protected from discovery by any right to privacy
 6 or any other applicable privilege or protection, including the right to privacy of third parties, or by
 7 Mr. Musk's obligations under applicable law or contract to protect such confidential information,
 8 including as set forth in confidentiality and/or non-disclosure agreements or understandings with
 9 third parties. Mr. Musk will provide such information, if any, only in accordance with the
 10 Protective Order.

11 Mr. Musk further objects that the term "legally committed" is undefined, vague, and
 12 ambiguous in the context of this Interrogatory. Mr. Musk further objects to the term "legally
 13 committed" as undefined, vague, and ambiguous on the grounds that it calls for a legal conclusion
 14 and also because the Interrogatory does not specify which nation's legal system is contemplated.

15 Mr. Musk further objects on the grounds that the phrase "source of funding" is undefined,
 16 vague, ambiguous, and overbroad in the context of this Interrogatory.

17 Mr. Musk also objects that the phrase "a going private transaction of Tesla" is vague,
 18 ambiguous, and overbroad. Mr. Musk further objects that this Interrogatory is overbroad and
 19 unduly burdensome and seeks information that is not relevant to the claims or defenses of any party
 20 and not proportional to the needs of the case, to the extent that it seeks information relating to *any*
 21 funding committed for *any* going private transaction contemplated at *any* time. For the purpose of
 22 this Interrogatory, Mr. Musk will interpret the phrase "a going private transaction of Tesla" to refer
 23 to the contemplated going private transaction that was the subject of the proposal Mr. Musk sent
 24 by email to Tesla's Board of Directors on August 2, 2018.

25 Mr. Musk further objects that this Interrogatory is overbroad and unduly burdensome and
 26 seeks information that is not relevant to the claims or defenses of any party and not proportional to
 27 the needs of the case because no Defendant is alleged to have stated that funding was "legally
 28 committed" for any "going private transaction" and/or the contemplated going private transaction.

1 Mr. Musk also objects on the grounds that the Interrogatory is overbroad and unduly
2 burdensome and seeks information that is not relevant to the claims or defenses of any party and
3 not proportional to the needs of the case because it does not define any relevant time period.

4 Mr. Musk also objects that as defined herein, the term “Identify” when used with respect to
5 a person or entity is overbroad, unduly burdensome, and seeking information not relevant to the
6 claims or defenses of any party to the extent that it seeks the last known address and present or last
7 known place of employment for any natural person and the principal place of business for any
8 entity.

9 Mr. Musk further objects to this Interrogatory to the extent that it seeks information
10 protected by the attorney-client privilege, work product doctrine, common interest privilege, or
11 common law privilege, doctrine, immunity, rule of confidentiality, or protection from disclosure
12 that may attach to the information requested.

13 Subject to and without waiving the foregoing objections, Mr. Musk responds as follows:

14 At the July 31, 2018 meeting at Tesla’s Fremont factory attended by Yasir Al-Rumayyan,
15 Saad Al-Jarboa, and Naif Al-Mogren from the PIF and Mr. Musk, Sam Teller, and Deepak Ahuja
16 from Tesla (*see, e.g.*, TESLA_LITTLETON_00005289), Mr. Musk received an oral commitment
17 from Mr. Al-Rumayyan to fund the contemplated going-private transaction, as Mr. Musk and
18 multiple other participants in that meeting confirmed in their testimony to the SEC (*see, e.g.*, Musk
19 Tr. SEC-EPROD-000016253-55; Teller Tr. SEC-EPROD-000017399-402; Ahuja Tr. SEC-
20 EPROD-000014461-65).

21 Mr. Musk further responds that, as Mr. Musk explained in his blog post “Update on Taking
22 Tesla Private,” published on Tesla’s website on August 13, 2018:

23 Going back almost two years, the Saudi Arabian sovereign wealth fund has
24 approached me multiple times about taking Tesla private. . . . Recently, after the
25 Saudi fund bought almost 5% of Tesla stock through the public markets, they
26 reached out to ask for another meeting. That meeting took place on July 31st.
27 During the meeting, the Managing Director of the fund expressed regret that I had
28 not moved forward previously on a going private transaction with them, and he
strongly expressed his support for funding a going private transaction for Tesla at
this time. I understood from him that no other decision makers were needed and
that they were eager to proceed. I left the July 31st meeting with no question that a
deal with the Saudi sovereign fund could be closed, and that it was just a matter of

1 getting the process moving. This is why I referred to “funding secured” in the
2 August 7th announcement.

3 Elon Musk, *Update on Taking Tesla Private*, Tesla (Aug. 13, 2018)
4 <https://www.tesla.com/blog/update-taking-tesla-private>.

5 Mr. Musk did not execute a written agreement to fund the contemplated going-private
6 transaction with any source of funding.

7 Discovery is ongoing and Mr. Musk reserves the right to supplement and/or amend this
8 response should he learn any additional information responsive to the Interrogatory.

9 **INTERROGATORY NO. 4:**

10 Identify every source of funding for a going private transaction at \$420 per share of Tesla
11 with whom Elon Musk had communicated prior to 12:48 P.M. EST on August 7, 2018.

12 **RESPONSE TO INTERROGATORY NO. 4:**

13 In addition to the foregoing General Objections and Objections to Instructions and
14 Definitions, which are incorporated by reference herein, Mr. Musk objects to this Interrogatory on
15 the grounds that it is a premature contention interrogatory. Mr. Musk also objects to this
16 Interrogatory to the extent that it seeks information protected from discovery by any right to privacy
17 or any other applicable privilege or protection, including the right to privacy of third parties, or by
18 Mr. Musk’s obligations under applicable law or contract to protect such confidential information,
19 including as set forth in confidentiality and/or non-disclosure agreements or understandings with
20 third parties. Mr. Musk will provide such information, if any, only in accordance with the
21 Protective Order.

22 Mr. Musk also objects that the phrase “a going private transaction” is vague, ambiguous,
23 and overbroad. Mr. Musk further objects that this Interrogatory is overbroad and unduly
24 burdensome and seeks information that is not relevant to the claims or defenses of any party and
25 not proportional to the needs of the case, to the extent that it seeks information relating to *any*
26 communication Mr. Musk had at *any* time prior to August 7, 2018, with *any* individual linked to a
27 potential source of funding for *any* contemplated going private transaction. For the purpose of this
28 Interrogatory, Mr. Musk will interpret the phrase “a going private transaction” to refer to the

1 contemplated going private transaction that was the subject of the proposal Mr. Musk sent by email
2 to Tesla's Board of Directors on August 2, 2018.

3 Mr. Musk further objects on the grounds that the phrase "source of funding" is undefined,
4 vague, ambiguous, and overbroad in the context of this Interrogatory.

5 Mr. Musk also objects that as defined herein, the term "Identify" when used with respect to
6 a person or entity is overbroad, unduly burdensome, and seeking information not relevant to the
7 claims or defenses of any party to the extent that it seeks the last known address and present or last
8 known place of employment for any natural person and the principal place of business for any
9 entity.

10 Mr. Musk further objects to this Interrogatory to the extent that it seeks information
11 protected by the attorney-client privilege, work product doctrine, common interest privilege, or
12 common law privilege, doctrine, immunity, rule of confidentiality, or protection from disclosure
13 that may attach to the information requested.

14 Subject to and without waiving the foregoing objections, Mr. Musk responds as follows:

15 At the July 31, 2018 meeting at Tesla's Fremont factory attended by Yasir Al-Rumayyan,
16 Saad Al-Jarboa, and Naif Al-Mogren from the PIF and Mr. Musk, Sam Teller, and Deepak Ahuja
17 from Tesla (*see, e.g.*, TESLA_LITTLETON_00005289), Mr. Musk received an oral commitment
18 from Mr. Al-Rumayyan to fund the contemplated going-private transaction, as Mr. Musk and
19 multiple other participants in that meeting confirmed in their testimony to the SEC (*see, e.g.*, Musk
20 Tr. SEC-EPROD-000016253-55; Teller Tr. SEC-EPROD-000017399-402; Ahuja Tr. SEC-
21 EPROD-000014461-65).

22 Mr. Musk further responds that, as Mr. Musk explained in his blog post "Update on Taking
23 Tesla Private," published on Tesla's website on August 13, 2018:

24 Going back almost two years, the Saudi Arabian sovereign wealth fund has
25 approached me multiple times about taking Tesla private. . . . Recently, after the
26 Saudi fund bought almost 5% of Tesla stock through the public markets, they
27 reached out to ask for another meeting. That meeting took place on July 31st.
28 During the meeting, the Managing Director of the fund expressed regret that I had
not moved forward previously on a going private transaction with them, and he
strongly expressed his support for funding a going private transaction for Tesla at
this time. I understood from him that no other decision makers were needed and

that they were eager to proceed. I left the July 31st meeting with no question that a deal with the Saudi sovereign fund could be closed, and that it was just a matter of getting the process moving. This is why I referred to “funding secured” in the August 7th announcement.

Elon Musk, *Update on Taking Tesla Private*, Tesla (Aug. 13, 2018)
<https://www.tesla.com/blog/update-taking-tesla-private>.

Mr. Musk also communicated with Egon Durban of Silver Lake on August 6, 2018 (*see, e.g.*, Musk Tr. SEC-EPROD-000016277-83).

Discovery is ongoing and Mr. Musk reserves the right to supplement and/or amend this response should he learn any additional information responsive to the Interrogatory.

INTERROGATORY NO. 5:

Identify every investor referred to in Elon Musk’s tweet sent at 3:36 P.M. EST on August 7, 2018 set forth in paragraph 85 of the Complaint.

RESPONSE TO INTERROGATORY NO. 5:

In addition to the foregoing General Objections and Objections to Instructions and Definitions, which are incorporated by reference herein, Mr. Musk objects to this Interrogatory to the extent that it seeks information protected from discovery by any right to privacy or any other applicable privilege or protection, including the right to privacy of third parties, or by Mr. Musk’s obligations under applicable law or contract to protect such confidential information, including as set forth in confidentiality and/or non-disclosure agreements or understandings with third parties. Mr. Musk will provide such information, if any, only in accordance with the Protective Order.

Mr. Musk also objects that as defined herein, the term “Identify” when used with respect to a person or entity is overbroad, unduly burdensome, and seeking information not relevant to the claims or defenses of any party to the extent that it seeks the last known address and present or last known place of employment for any natural person and the principal place of business for any entity.

Mr. Musk further objects on the grounds that the term “investor” is undefined, vague, and ambiguous in the context of this Interrogatory.

Mr. Musk also objects to this Interrogatory to the extent that it seeks information protected

1 by the attorney-client privilege, work product doctrine, common interest privilege, or common law
 2 privilege, doctrine, immunity, rule of confidentiality, or protection from disclosure that may attach
 3 to the information requested.

4 Subject to and without waiving the foregoing objections, Mr. Musk responds as follows:

5 When Mr. Musk used the term “investor” in the tweet sent at 3:36 P.M. EST on August 7,
 6 2018, he meant “funding to take the company private.” *See, e.g.,* Musk Tr. SEC-EPROD-
 7 000016358-59. Mr. Musk was referring to the oral commitment from the PIF when he used the
 8 phrase “investor support is confirmed” at 3:36 P.M. EST on August 7, 2018. *See, e.g., id.* At that
 9 time Mr. Musk also had in mind other investors, including Google, SpaceX, and the UAE. *See,*
 10 *e.g.,* Musk Tr. SEC-EPROD-000016359-61.

11 Mr. Musk considered his statement in the tweet sent at 3:36 P.M. EST on August 7, 2018,
 12 “investor support is confirmed,” to be “synonymous with ‘funding secured,’” and that he “felt like
 13 there was sufficient—in fact, more than sufficient investor support to take the company private.”
 14 (*See, e.g.,* Musk Tr. SEC-EPROD-000016357-58.)

15 Mr. Musk further responds that with respect to the statement “funding secured,” as Mr.
 16 Musk later explained in his blog post “Update on Taking Tesla Private,” published on Tesla’s
 17 website on August 13, 2018:

18 Going back almost two years, the Saudi Arabian sovereign wealth fund has
 19 approached me multiple times about taking Tesla private. . . . Recently, after the
 20 Saudi fund bought almost 5% of Tesla stock through the public markets, they
 21 reached out to ask for another meeting. That meeting took place on July 31st.
 22 During the meeting, the Managing Director of the fund expressed regret that I had
 23 not moved forward previously on a going private transaction with them, and he
 24 strongly expressed his support for funding a going private transaction for Tesla at
 25 this time. I understood from him that no other decision makers were needed and
 that they were eager to proceed. I left the July 31st meeting with no question that a
 deal with the Saudi sovereign fund could be closed, and that it was just a matter of
 getting the process moving. This is why I referred to “funding secured” in the
 August 7th announcement.

26 Elon Musk, *Update on Taking Tesla Private*, Tesla (Aug. 13, 2018)

27 <https://www.tesla.com/blog/update-taking-tesla-private>.

28 Discovery is ongoing and Mr. Musk reserves the right to supplement and/or amend this

1 response should he learn any additional information responsive to the Interrogatory.

2 **INTERROGATORY NO. 6:**

3 Identify every instance prior to August 7, 2018 where Elon Musk had stated that funding
4 for a transaction had been secured.

5 **RESPONSE TO INTERROGATORY NO. 6:**

6 In addition to the foregoing General Objections and Objections to Instructions and
7 Definitions, which are incorporated by reference herein, Mr. Musk objects to this Interrogatory to
8 the extent that it seeks information protected from discovery by any right to privacy or any other
9 applicable privilege or protection, including the right to privacy of third parties, or by Mr. Musk's
10 obligations under applicable law or contract to protect such confidential information, including as
11 set forth in confidentiality and/or non-disclosure agreements or understandings with third parties.
12 Mr. Musk will provide such information, if any, only in accordance with the Protective Order.

13 Mr. Musk also objects on the grounds that the Interrogatory is overbroad and unduly
14 burdensome and seeks information that is not relevant to the claims or defenses of any party and
15 not proportional to the needs of the case because it does not define any relevant time period.

16 Mr. Musk further objects on the grounds that the phrase "secured" is undefined and
17 susceptible to multiple varied interpretations.

18 Mr. Musk also objects to the phrase "every instance" on the grounds that it is undefined,
19 overbroad, and unduly burdensome. Mr. Musk further objects on the grounds that this Interrogatory
20 is overbroad and unduly burdensome and seeks information that is not relevant to the claims or
21 defenses of any party and not proportional to the needs of this case because the Interrogatory does
22 not limit the phrase "every instance" in any way, for example to public statements or statements to
23 certain individuals, nor does it limit the scope of the request to statements relating to the potential
24 transaction that was the subject of the proposal Mr. Musk sent by email to Tesla's Board of
25 Directors on August 2, 2018.

26 Mr. Musk further objects to this Interrogatory to the extent that it seeks information
27 protected by the attorney-client privilege, work product doctrine, common interest privilege, or
28 common law privilege, doctrine, immunity, rule of confidentiality, or protection from disclosure

1 that may attach to the information requested.

2 Subject to and without waiving the foregoing objections, Mr. Musk responds as follows:

3 At the July 31, 2018 meeting at Tesla's Fremont factory attended by Yasir Al-Rumayyan,
4 Saad Al-Jarboa, and Naif Al-Mogren from the PIF and Mr. Musk, Sam Teller, and Deepak Ahuja
5 from Tesla (*see, e.g.*, TESLA_LITTLETON_00005289), Mr. Musk received an oral commitment
6 from Mr. Al-Rumayyan to fund the contemplated going-private transaction, as Mr. Musk and
7 multiple other participants in that meeting confirmed in their testimony to the SEC (*see, e.g.*, Musk
8 Tr. SEC-EPROD-000016253-55; Teller Tr. SEC-EPROD-000017399-402; Ahuja Tr. SEC-
9 EPROD-000014461-65).

10 Mr. Musk further responds that Mr. Musk discussed the PIF's funding commitment and the
11 contemplated going private transaction with a number of individuals prior to August 7, 2018,
12 including Sam Teller on July 31 and August 1, 2018 (*see, e.g.*, Teller Tr. SEC-EPROD-000017439-
13 40); James Murdoch on August 2, 2018 (*see, e.g.*, Murdoch Tr. SEC-EPROD-000015917-19);
14 participants in the August 3, 2018 meeting of Tesla's Board of Directors, including Deepak Ahuja,
15 Todd Maron, Phil Rothenberg, Jonathan Chang, and Tesla Directors Brad Buss, Robyn Denholm,
16 Ira Ehrenpreis, Antonio Gracias, Kimbal Musk, James Murdoch, and Linda Johnson Rice (*see, e.g.*,
17 Ahuja Tr. SEC-EPROD-000014525-28, SEC-EPROD-000014533, SEC-EPROD-000014545;
18 Buss Tr. SEC-EPROD-000014795-97; Denholm Tr. SEC-EPROD-000016955-56; Ehrenpreis Tr.
19 SEC-EPROD-000015154-57; Gracias Tr. SEC-EPROD-000015542-46); and Egon Durban of
20 Silver Lake on August 6, 2018 (*see, e.g.*, Musk Tr. SEC-EPROD-000016277-78).

21 Discovery is ongoing and Mr. Musk reserves the right to supplement and/or amend this
22 response should he learn any additional information responsive to the Interrogatory.

23 **INTERROGATORY NO. 7:**

24 Identify when Elon Musk retained "Silver Lake and Goldman Sachs as financial advisors,
25 plus Wachtell, Lipton, Rosen & Katz and Munger, Tolles & Olson as legal advisors" as set forth in
26 paragraph 104 of the Complaint.

27 **RESPONSE TO INTERROGATORY NO. 7:**

28 In addition to the foregoing General Objections and Objections to Instructions and

1 Definitions, which are incorporated by reference herein, Mr. Musk also objects to this Interrogatory
 2 to the extent that it seeks information protected from discovery by any right to privacy or any other
 3 applicable privilege or protection, including the right to privacy of third parties, or by Mr. Musk's
 4 obligations under applicable law or contract to protect such confidential information, including as
 5 set forth in confidentiality and/or non-disclosure agreements or understandings with third parties.
 6 Mr. Musk will provide such information, if any, only in accordance with the Protective Order.

7 Mr. Musk further objects on the grounds that the phrase "retained" is undefined, vague,
 8 ambiguous, and overbroad in the context of this Interrogatory. Mr. Musk also objects that this
 9 Interrogatory is overbroad and unduly burdensome and seeks information not relevant to any
 10 party's claim or defense because no Defendant is alleged to have stated that Mr. Musk "retained"
 11 Silver Lake, Goldman Sachs, Wachtell Lipton Rose & Katz, and/or Munger Tolles & Olson. *Cf.*
 12 Complaint ¶ 104.

13 Musk also objects that the term "Identify" when used with respect to time is undefined,
 14 vague, and ambiguous in the context of this Interrogatory.

15 Mr. Musk further objects to this Interrogatory to the extent that it seeks information
 16 protected by the attorney-client privilege, work product doctrine, common interest privilege, or
 17 common law privilege, doctrine, immunity, rule of confidentiality, or protection from disclosure
 18 that may attach to the information requested.

19 Subject to and without waiving the foregoing objections, Mr. Musk responds as follows:

20 Mr. Musk's dealings with legal and/or financial advisors regarding the contemplated going
 21 private transaction that was the subject of the proposal Mr. Musk sent by email to Tesla's Board of
 22 Directors on August 2, 2018 are addressed in documents and testimony including: Musk Tr. SEC-
 23 EPROD-000016277-79; Musk Tr. SEC-EPROD-000016283-84; ERM_SEC_AUG7_00000001;
 24 ERM_SEC_AUG7_00000006; SEC-EPROD-000005436; SEC-EPROD-000007442; SEC-
 25 EPROD-000008081; ERM_SECAUG7_00000021; SEC-EPROD-000006255; SEC-EPROD-
 26 000006256; Durban Tr. SEC-EPROD-000016652; SEC-EPROD-000006103;
 27 TESLA_LITTLETON_00005195; TESLA_LITTLETON_00001212; SEC-EPROD-000017136;
 28 SEC-EPROD-000011315; SEC-EPROD-000005377; SEC-EPROD-000009780; SEC-EPROD-

000009781; SEC-EPROD-000009787; SEC-EPROD-000009866;
 TESLA_LITTLETON_00004961; TESLA_LITTLETON_00006108; SEC-EPROD-000009826;
 SEC-EPROD-000010904; SEC-EPROD-000010905; SEC-EPROD-000005518.

Discovery is ongoing and Mr. Musk reserves the right to supplement and/or amend this response should he learn any additional information responsive to the Interrogatory.

INTERROGATORY NO. 8:

Identify when prior to August 7, 2018 Elon Musk had discussed the potential price of \$420 for a going private transaction of Tesla with the Public Investment Fund.

RESPONSE TO INTERROGATORY NO. 8:

In addition to the foregoing General Objections and Objections to Instructions and Definitions, which are incorporated by reference herein, Mr. Musk objects to this Interrogatory to the extent that it seeks information protected from discovery by any right to privacy or any other applicable privilege or protection, including the right to privacy of third parties, or by Mr. Musk's obligations under applicable law or contract to protect such confidential information, including as set forth in confidentiality and/or non-disclosure agreements or understandings with third parties. Mr. Musk will provide such information, if any, only in accordance with the Protective Order.

Mr. Musk also objects that the phrase "a going private transaction of Tesla" is vague, ambiguous, and overbroad. Mr. Musk further objects that this Interrogatory is overbroad and unduly burdensome and seeks information that is not relevant to the claims or defenses of any party and not proportional to the needs of the case, to the extent that it seeks information relating to *any* time Mr. Musk discussed the potential price of \$420 with the PIF for *any* going private transaction contemplated at *any* time prior to August 7, 2018. For the purpose of this Interrogatory, Mr. Musk will interpret the phrase "a going private transaction of Tesla" to refer to the contemplated going private transaction that was the subject of the proposal Mr. Musk sent by email to Tesla's Board of Directors on August 2, 2018.

Mr. Musk also objects that the term "Identify" when used with respect to time is undefined, vague, and ambiguous in the context of this Interrogatory.

Mr. Musk further objects to this Interrogatory to the extent that it seeks information

1 protected by the attorney-client privilege, work product doctrine, common interest privilege, or
 2 common law privilege, doctrine, immunity, rule of confidentiality, or protection from disclosure
 3 that may attach to the information requested.

4 Subject to and without waiving the foregoing objections, Mr. Musk responds as follows:

5 Mr. Musk testified that he arrived at the potential price of \$420 on August 2, 2018, by
 6 calculating a 20% premium above the closing price of Tesla's stock on that date, because he
 7 believed that "in any kind of acquisition like this, a premium is standard," and that 20% was "a
 8 reasonable expectation in the absence of a specific number" and "a typical number for . . . take
 9 privates or acquisitions." (*See, e.g.*, Musk Tr. SEC-EPROD-000016235-36.) When Mr. Al-
 10 Rumayyan made an oral commitment to fund the contemplated going private transaction at the July
 11 31, 2018 meeting, the most reasonable inference—which Mr. Musk made—was that the PIF was
 12 ready, willing, and able to fund the transaction at a standard, reasonable price premium. (*See, e.g.*,
 13 *id.*; Musk Tr. SEC-EPROD-000016244; SEC-EPROD-000016255-61.) Prior to August 7, 2018,
 14 Mr. Musk did not discuss the specific potential price of \$420 for a going private transaction of
 15 Tesla with the PIF.

16 Discovery is ongoing and Mr. Musk reserves the right to supplement and/or amend this
 17 response should he learn any additional information responsive to the Interrogatory.

18 **INTERROGATORY NO. 9:**

19 Identify when prior to August 7, 2018 Elon Musk had discussed the potential price of \$420
 20 for a going private transaction of Tesla with any investor.

21 **RESPONSE TO INTERROGATORY NO. 9:**

22 In addition to the foregoing General Objections and Objections to Instructions and
 23 Definitions, which are incorporated by reference herein, Mr. Musk objects to this Interrogatory to
 24 the extent that it seeks information protected from discovery by any right to privacy or any other
 25 applicable privilege or protection, including the right to privacy of third parties, or by Mr. Musk's
 26 obligations under applicable law or contract to protect such confidential information, including as
 27 set forth in confidentiality and/or non-disclosure agreements or understandings with third parties.
 28 Mr. Musk will provide such information, if any, only in accordance with the Protective Order.

1 Mr. Musk further objects on the grounds that the term “investor” is undefined, vague, and
 2 ambiguous in the context of this Interrogatory. Subject to this objection, Mr. Musk will interpret
 3 the term “investor” to exclude Tesla employees and members of Tesla’s Board of Directors and
 4 their affiliated fund(s). Mr. Musk will also interpret the term “investor” to refer to potential
 5 investors in the contemplated going private transaction that was the subject of the proposal Mr.
 6 Musk sent by email to Tesla’s Board of Directors on August 2, 2018.

7 Mr. Musk also objects that the phrase “a going private transaction of Tesla” is vague,
 8 ambiguous, and overbroad. Mr. Musk further objects that this Interrogatory is overbroad and
 9 unduly burdensome and seeks information that is not relevant to the claims or defenses of any party
 10 and not proportional to the needs of the case, to the extent that it seeks information relating to *any*
 11 time Mr. Musk discussed the potential price of \$420 for *any* going private transaction contemplated
 12 at *any* time prior to August 7, 2018. For the purpose of this Interrogatory, Mr. Musk will interpret
 13 the phrase “a going private transaction of Tesla” to refer to the contemplated going private
 14 transaction that was the subject of the proposal Mr. Musk sent by email to Tesla’s Board of
 15 Directors on August 2, 2018.

16 Mr. Musk also objects that the term “Identify” when used with respect to time is undefined,
 17 vague, and ambiguous in the context of this Interrogatory.

18 Mr. Musk further objects to this Interrogatory to the extent that it seeks information
 19 protected by the attorney-client privilege, work product doctrine, common interest privilege, or
 20 common law privilege, doctrine, immunity, rule of confidentiality, or protection from disclosure
 21 that may attach to the information requested.

22 Subject to and without waiving the foregoing objections, Mr. Musk responds as follows:

23 Mr. Musk does not recall, prior to August 7, 2018, discussing the specific potential price of
 24 \$420 with any potential source of funding for a transaction to take Tesla private. Mr. Musk testified
 25 that he arrived at the potential price of \$420 on August 2, 2018, by calculating a 20% premium
 26 above the closing price of Tesla’s stock on that date, because he believed that “in any kind of
 27 acquisition like this, a premium is standard,” and that 20% was “a reasonable expectation in the
 28 absence of a specific number” and “a typical number for . . . take privates or acquisitions.” (*See*,

e.g., Musk Tr. SEC-EPROD-000016235-36.) When Mr. Al-Rumayyan made an oral commitment to fund the contemplated going private transaction at the July 31, 2018 meeting, the most reasonable inference—which Mr. Musk made—was that the PIF was ready, willing, and able to fund the transaction at a standard, reasonable price premium. (*See, e.g., id.*; Musk Tr. SEC-EPROD-000016244; SEC-EPROD-000016255-61.)

Mr. Musk further responds that Mr. Musk did not speak to investors other than the PIF about the contemplated going private transaction prior to August 7, 2018, when he made the information public to all investors at once via Twitter. For Mr. Musk’s testimony on this point, *see, e.g.,* Musk Tr. SEC-EPROD-000016321-23.

Discovery is ongoing and Mr. Musk reserves the right to supplement and/or amend this response should he learn any additional information responsive to the Interrogatory.

INTERROGATORY NO. 10:

Identify any Communications Elon Musk had with the Public Investment Fund and/or its representatives after July 31, 2018 and before August 7, 2018.

RESPONSE TO INTERROGATORY NO. 10:

In addition to the foregoing General Objections and Objections to Instructions and Definitions, which are incorporated by reference herein, Mr. Musk objects to this Interrogatory to the extent that it seeks information protected from discovery by any right to privacy or any other applicable privilege or protection, including the right to privacy of third parties, or by Mr. Musk’s obligations under applicable law or contract to protect such confidential information, including as set forth in confidentiality and/or non-disclosure agreements or understandings with third parties. Mr. Musk will provide such information, if any, only in accordance with the Protective Order.

Mr. Musk further objects that this Interrogatory is overbroad and unduly burdensome and seeks information that is not relevant to the claims or defenses of any party and not proportional to the needs of the case, to the extent that it seeks information relating to *any* Communications Mr. Musk had with the Public Investment Fund and/or its representatives such that this Interrogatory is not limited to Communications related to the subject matter of this case. Mr. Musk also objects on the grounds that the term “Communications” is overbroad, unduly burdensome, and seeking

1 information protected by a privacy interest, to the extent that the Definition refers to “any
2 disclosure, transfer or exchange of information or opinion in whatever form . . . and by any means
3 of transmission or receipt.”

4 Mr. Musk also objects that as defined herein, the term “Identify” with respect to
5 “Communications” is overbroad, unduly burdensome, and seeking information not relevant to the
6 claims or defenses of any party to the extent that it seeks the type of Communication; the
7 identification of each person who made, received, or was present when the Communication or
8 Communications were made; the phone number, email, or user/handle name of each person who
9 made, received, or was present when the Communication or Communications were made, where
10 the Communication or Communications were not conducted in person; the location of each person
11 who made, received, or was present when the Communication or Communications took place; and
12 the subject matter discussed to the extent that subject matter is not relevant to the claims or defenses
13 of any party.

14 Mr. Musk further objects to the time period of “after July 31, 2018 and before August 7,
15 2018” as vague and ambiguous. To the extent that Mr. Musk provides information in response to
16 this Interrogatory, he interprets the phrase “after July 31, 2018 and before August 7, 2018” to refer
17 to the period between August 1, 2018 and August 6, 2018, inclusive.

18 Mr. Musk further objects to this Interrogatory to the extent that it seeks information
19 protected by the attorney-client privilege, work product doctrine, common interest privilege, or
20 common law privilege, doctrine, immunity, rule of confidentiality, or protection from disclosure
21 that may attach to the information requested.

22 Subject to and without waiving the foregoing objections, Mr. Musk responds as follows:

23 Mr. Musk cannot rule out the possibility that there were communications between him and
24 the PIF and/or its representatives between August 1, 2018 and August 6, 2018, but has not been
25 able to identify a specific instance of such a communication. (See, e.g., Musk Tr. SEC-EPROD-
26 000016271-72).

27 Discovery is ongoing and Mr. Musk reserves the right to supplement and/or amend this
28 response should he learn any additional information responsive to the Interrogatory.

INTERROGATORY NO. 11:

Identify any potential investors with whom Elon Musk discussed a going private transaction of Tesla prior to August 7, 2018.

RESPONSE TO INTERROGATORY NO. 11:

In addition to the foregoing General Objections and Objections to Instructions and Definitions, which are incorporated by reference herein, Mr. Musk also objects to this Interrogatory to the extent that it seeks information protected from discovery by any right to privacy or any other applicable privilege or protection, including the right to privacy of third parties, or by Mr. Musk's obligations under applicable law or contract to protect such confidential information, including as set forth in confidentiality and/or non-disclosure agreements or understandings with third parties. Mr. Musk will provide such information, if any, only in accordance with the Protective Order.

Mr. Musk also objects on the grounds that the Interrogatory is overbroad and unduly burdensome and seeks information that is not relevant to the claims or defenses of any party and not proportional to the needs of the case because it does not define any relevant time period.

Mr. Musk further objects on the grounds that the phrase "potential investors" is undefined, vague, and ambiguous in the context of this Interrogatory.

Mr. Musk also objects that the phrase "a going private transaction of Tesla" is vague, ambiguous, and overbroad. Mr. Musk further objects that this Interrogatory is overbroad and unduly burdensome and seeks information that is not relevant to the claims or defenses of any party and not proportional to the needs of the case, to the extent that it seeks information relating to *any* potential investors with whom Mr. Musk discussed *any* going private transaction contemplated at *any* time prior to August 7, 2018. For the purpose of this Interrogatory, Mr. Musk will interpret the phrase "a going private transaction of Tesla" to refer to the contemplated going private transaction that was the subject of the proposal Mr. Musk sent by email to Tesla's Board of Directors on August 2, 2018.

Mr. Musk also objects that the Definition of "Identify" when used with respect to a person or entity is overbroad, unduly burdensome, and seeking information not relevant to the claims or defenses of any party to the extent that it seeks the last known address and present or last known

1 place of employment for any natural person and the principal place of business for any entity.

2 Mr. Musk further objects to this Interrogatory to the extent that it seeks information
3 protected by the attorney-client privilege, work product doctrine, common interest privilege, or
4 common law privilege, doctrine, immunity, rule of confidentiality, or protection from disclosure
5 that may attach to the information requested.

6 Subject to and without waiving the foregoing objections, Mr. Musk responds as follows:

7 At the July 31, 2018 meeting at Tesla's Fremont factory attended by Yasir Al-Rumayyan,
8 Saad Al-Jarboa, and Naif Al-Mogren from the PIF and Mr. Musk, Sam Teller, and Deepak Ahuja
9 from Tesla (*see, e.g.*, TESLA_LITTLETON_00005289), Mr. Musk received an oral commitment
10 from Mr. Al-Rumayyan to fund the contemplated going-private transaction, as Mr. Musk and
11 multiple other participants in that meeting confirmed in their testimony to the SEC (*see, e.g.*, Musk
12 Tr. SEC-EPROD-000016253-55; Teller Tr. SEC-EPROD-000017399-402; Ahuja Tr. SEC-
13 EPROD-000014461-65).

14 Mr. Musk further responds that Mr. Musk did not speak to investors other than the PIF
15 about the potential transaction prior to August 7, 2018, when he made the information public to all
16 investors at once via Twitter. For Mr. Musk's testimony on this point, *see, e.g.*, Musk Tr. SEC-
17 EPROD-000016321-23.

18 Mr. Musk further responds that Mr. Musk spoke about his ongoing interest in taking Tesla
19 private both in private conversations and in public statements multiple times over the years. *See,*
20 *e.g.*, Neil Strauss, *Elon Musk: The Architect of Tomorrow* (Nov. 15, 2017),
21 [https://www.rollingstone.com/culture/culture-features/elon-musk-the-architect-of-tomorrow-](https://www.rollingstone.com/culture/culture-features/elon-musk-the-architect-of-tomorrow-120850/)
22 [120850/](https://www.rollingstone.com/culture/culture-features/elon-musk-the-architect-of-tomorrow-120850/) ("I wish we could be private with Tesla It actually makes us less efficient to be a
23 public company."); (Kimbal Musk Tr. SEC-EPROD-000016417-18 (recounting conversation with
24 Mr. Musk about taking Tesla private several days after Tesla went public in 2010)).

25 Discovery is ongoing and Mr. Musk reserves the right to supplement and/or amend this
26 response should he learn any additional information responsive to the Interrogatory.

27 **INTERROGATORY NO. 12:**

28 Identify any proposal Elon Musk provided to Tesla's Board prior to August 7, 2018 for a

1 going private transaction of Tesla.

2 **RESPONSE TO INTERROGATORY NO. 12:**

3 In addition to the foregoing General Objections and Objections to Instructions and
4 Definitions, which are incorporated by reference herein, Mr. Musk objects to this Interrogatory to
5 the extent that it seeks information protected from discovery by any right to privacy or any other
6 applicable privilege or protection, including the right to privacy of third parties, or by Mr. Musk's
7 obligations under applicable law or contract to protect such confidential information, including as
8 set forth in confidentiality and/or non-disclosure agreements or understandings with third parties.
9 Mr. Musk will provide such information, if any, only in accordance with the Protective Order.

10 Mr. Musk further objects on the grounds that the term "proposal" is undefined, vague,
11 ambiguous, and overbroad in the context of this Interrogatory.

12 Mr. Musk also objects on the grounds that the Interrogatory is overbroad and unduly
13 burdensome and seeks information that is not relevant to the claims or defenses of any party and
14 not proportional to the needs of the case because it does not define any relevant time period.

15 Mr. Musk also objects that the phrase "a going private transaction of Tesla" is vague,
16 ambiguous, and overbroad. Mr. Musk further objects that this Interrogatory is overbroad and
17 unduly burdensome and seeks information that is not relevant to the claims or defenses of any party
18 and not proportional to the needs of the case, to the extent that it seeks information relating to *any*
19 proposal Mr. Musk provided to Tesla's Board for *any* going private transaction at *any* time prior to
20 August 7, 2018. For the purpose of this Interrogatory, Mr. Musk will interpret the phrase "a going
21 private transaction of Tesla" to refer to the contemplated going private transaction that was the
22 subject of the proposal Mr. Musk sent by email to Tesla's Board of Directors on August 2, 2018.

23 Mr. Musk further objects to this Interrogatory to the extent that it seeks information
24 protected by the attorney-client privilege, work product doctrine, common interest privilege, or
25 common law privilege, doctrine, immunity, rule of confidentiality, or protection from disclosure
26 that may attach to the information requested.

27 Subject to and without waiving the foregoing objections, Mr. Musk responds as follows:

28 Mr. Musk made a proposal to Tesla's Board for the contemplated going private transaction

1 in his August 2, 2018 email to Tesla's Board. (*See, e.g.*, TESLA_LITTLETON_00005463.)

2 Discovery is ongoing and Mr. Musk reserves the right to supplement and/or amend this
3 response should he learn any additional information responsive to the Interrogatory.

4 **INTERROGATORY NO. 13:**

5 Identify any legal and/or financial advisors that Elon Musk retained prior to August 7, 2018
6 to assist with a going private transaction of Tesla.

7 **RESPONSE TO INTERROGATORY NO. 13:**

8 In addition to the foregoing General Objections and Objections to Instructions and
9 Definitions, which are incorporated by reference herein, Mr. Musk objects to this Interrogatory to
10 the extent that it seeks information protected from discovery by any right to privacy or any other
11 applicable privilege or protection, including the right to privacy of third parties, or by Mr. Musk's
12 obligations under applicable law or contract to protect such confidential information, including as
13 set forth in confidentiality and/or non-disclosure agreements or understandings with third parties.
14 Mr. Musk will provide such information, if any, only in accordance with the Protective Order.

15 Mr. Musk also objects that the phrase "a going private transaction of Tesla" is vague,
16 ambiguous, and overbroad. Mr. Musk further objects that this Interrogatory is overbroad and
17 unduly burdensome and seeks information that is not relevant to the claims or defenses of any party
18 and not proportional to the needs of the case, to the extent that it seeks information relating to *any*
19 legal and/or financial advisors that Mr. Musk retained to assist with *any* going private transaction
20 at *any* time prior to August 7, 2018. For the purpose of this Interrogatory, Mr. Musk will interpret
21 the phrase "a going private transaction of Tesla" to refer to the contemplated going private
22 transaction that was the subject of the proposal Mr. Musk sent by email to Tesla's Board of
23 Directors on August 2, 2018.

24 Mr. Musk further objects on the grounds that the phrase "retained" is undefined, vague,
25 ambiguous, and overbroad in the context of this Interrogatory. Mr. Musk also objects that this
26 Interrogatory is overbroad and unduly burdensome and seeks information not relevant to any
27 party's claim or defense because no Defendant is alleged to have stated that Mr. Musk "retained"
28 any legal and/or financial advisors.

1 Mr. Musk also objects that the Definition of “Identify” when used with respect to a person
 2 or entity is overbroad, unduly burdensome, and seeking information not relevant to the claims or
 3 defenses of any party to the extent that it seeks the last known address and present or last known
 4 place of employment for any natural person and the principal place of business for any entity.

5 Mr. Musk further objects to this Interrogatory to the extent that it seeks information
 6 protected by the attorney-client privilege, work product doctrine, common interest privilege, or
 7 common law privilege, doctrine, immunity, rule of confidentiality, or protection from disclosure
 8 that may attach to the information requested.

9 Subject to and without waiving the foregoing objections, Mr. Musk responds as follows:

10 Between the July 31, 2018 meeting attended by representatives from the PIF and Tesla at
 11 Tesla’s Fremont factory and the morning of August 7, Mr. Musk did not retain advisors to assist
 12 with the contemplated going private transaction that was the subject of the proposal Mr. Musk sent
 13 by email to Tesla’s Board of Directors on August 2, 2018. (*See, e.g.*, Musk Tr. SEC-EPROD-
 14 000016273.)

15 Mr. Musk’s dealings with legal and/or financial advisors regarding the contemplated going
 16 private transaction that was the subject of the proposal Mr. Musk sent by email to Tesla’s Board of
 17 Directors on August 2, 2018 are addressed in documents and testimony including: Musk Tr. SEC-
 18 EPROD-000016277-79; Musk Tr. SEC-EPROD-000016283-84; ERM_SEC_AUG7_00000001;
 19 ERM_SEC_AUG7_00000006; SEC-EPROD-000005436; SEC-EPROD-000007442; SEC-
 20 EPROD-000008081; ERM_SECAUG7_00000021; SEC-EPROD-000006255; SEC-EPROD-
 21 000006256; Durban Tr. SEC-EPROD-000016652; SEC-EPROD-000006103;
 22 TESLA_LITTLETON_00005195; TESLA_LITTLETON_00001212; SEC-EPROD-000017136;
 23 SEC-EPROD-000011315; SEC-EPROD-000005377; SEC-EPROD-000009780; SEC-EPROD-
 24 000009781; SEC-EPROD-000009787; SEC-EPROD-000009866;
 25 TESLA_LITTLETON_00004961; TESLA_LITTLETON_00006108; SEC-EPROD-000009826;
 26 SEC-EPROD-000010904; SEC-EPROD-000010905; SEC-EPROD-000005518.

27 Discovery is ongoing and Mr. Musk reserves the right to supplement and/or amend this
 28 response should he learn any additional information responsive to the Interrogatory.

INTERROGATORY NO. 14:

Identify any Communications prior to August 7, 2018 that Elon Musk had with retail investors regarding their ability to remain shareholders in Tesla if it ceased being a publicly listed corporation.

RESPONSE TO INTERROGATORY NO. 14:

In addition to the foregoing General Objections and Objections to Instructions and Definitions, which are incorporated by reference herein, Mr. Musk objects to this Interrogatory to the extent that it seeks information protected from discovery by any right to privacy or any other applicable privilege or protection, including the right to privacy of third parties, or by Mr. Musk's obligations under applicable law or contract to protect such confidential information, including as set forth in confidentiality and/or non-disclosure agreements or understandings with third parties. Mr. Musk will provide such information, if any, only in accordance with the Protective Order.

Mr. Musk also objects on the grounds that as defined herein, the term "Communications" is overbroad, unduly burdensome, and seeks information protected by a privacy interest, to the extent that the Definition refers to "any disclosure, transfer or exchange of information or opinion in whatever form . . . and by any means of transmission or receipt."

Mr. Musk further objects on the grounds that the phrase "retail investors" is undefined, vague, and ambiguous in the context of this Interrogatory. Subject to this objection, Mr. Musk will interpret the phrase "retail investors" as referring to "non-professional investor[s] who buy[] and sell[] securities or funds that contain a basket of securities such as mutual funds and exchange traded funds . . . through traditional or online brokerage firms or other types of investment accounts." Adam Hayes, Retail Investor, Investopedia (Feb. 17, 2021), <https://www.investopedia.com/terms/r/retailinvestor.asp>.

Mr. Musk also objects on the grounds that the Interrogatory is overbroad and unduly burdensome and seeks information that is not relevant to the claims or defenses of any party and not proportional to the needs of the case because it does not define any relevant time period.

Mr. Musk also objects on the grounds that the phrase "if [Tesla] ceased being a publicly listed corporation" is vague and ambiguous. Mr. Musk further objects that this Interrogatory is

1 overbroad and unduly burdensome and seeks information that is not relevant to the claims or
 2 defenses of any party and not proportional to the needs of the case, to the extent that it seeks
 3 information relating to *any* Communications Mr. Musk had with retail investors regarding their
 4 ability to remain shareholders in Tesla if it ceased being a publicly listed corporation under *any*
 5 circumstance, at *any* time prior to August 7, 2018. Subject to this objection, Mr. Musk will interpret
 6 the phrase “if [Tesla] ceased being a publicly listed corporation” as referring to the possibility that
 7 Tesla would cease to be a publicly listed corporation if the contemplated going private transaction
 8 that was the subject of the proposal Mr. Musk sent by email to Tesla’s Board of Directors on August
 9 2, 2018 went forward.

10 Mr. Musk further objects that as defined herein, the term “Identify” with respect to
 11 “Communications” is overbroad, unduly burdensome, and seeking information not relevant to the
 12 claims or defenses of any party to the extent that it seeks the type of Communication; the
 13 identification of each person who made, received, or was present when the Communication or
 14 Communications were made; the phone number, email, or user/handle name of each person who
 15 made, received, or was present when the Communication or Communications were made, where
 16 the Communication or Communications were not conducted in person; the location of each person
 17 who made, received, or was present when the Communication or Communications took place; and
 18 the subject matter discussed to the extent that subject matter is not relevant to the claims or defenses
 19 of any party.

20 Mr. Musk also objects to this Interrogatory to the extent that it seeks information protected
 21 by the attorney-client privilege, work product doctrine, common interest privilege, or common law
 22 privilege, doctrine, immunity, rule of confidentiality, or protection from disclosure that may attach
 23 to the information requested.

24 Subject to and without waiving the foregoing objections, Mr. Musk responds as follows:

25 Mr. Musk did not speak to investors other than the PIF about the potential transaction prior
 26 to August 7, 2018, when he made the information public to all investors at once via Twitter. For
 27 Mr. Musk’s testimony on this point, *see, e.g.*, Musk Tr. SEC-EPROD-000016321-23.

28 Discovery is ongoing and Mr. Musk reserves the right to supplement and/or amend this

1 response should he learn any additional information responsive to the Interrogatory.

2 **INTERROGATORY NO. 15:**

3 Identify all investigations into any Defendant relating to Elon Musk's August 7, 2018 tweets
4 by any federal or state department, agency, or other regulatory body, including FINRA.

5 **RESPONSE TO INTERROGATORY NO. 15:**

6 In addition to the foregoing General Objections and Objections to Instructions and
7 Definitions, which are incorporated by reference herein, Mr. Musk objects to this Interrogatory to
8 the extent that it seeks information protected from discovery by any right to privacy or any other
9 applicable privilege or protection, including the right to privacy of third parties, or by Mr. Musk's
10 obligations under applicable law or contract to protect such confidential information, including as
11 set forth in confidentiality and/or non-disclosure agreements or understandings with third parties.
12 Mr. Musk will provide such information, if any, only in accordance with the Protective Order.

13 Mr. Musk further objects on the grounds that the term "investigations" is undefined, vague,
14 ambiguous, and overbroad in the context of this Interrogatory. Mr. Musk also objects to this
15 Interrogatory to the extent that it would seek to impose on Mr. Musk an obligation to investigate or
16 discover information or materials from third parties equally accessible to Plaintiff.

17 Mr. Musk further objects to this Interrogatory to the extent that it seeks information
18 protected by the attorney-client privilege, work product doctrine, common interest privilege, or
19 common law privilege, doctrine, immunity, rule of confidentiality, or protection from disclosure
20 that may attach to the information requested.

21 Subject to and without waiving the foregoing objections, Mr. Musk responds as follows:

22 Mr. Musk is aware of the following investigations relating to Mr. Musk's August 7, 2018
23 tweets: the Securities and Exchange Commission (No. SF-4082), the United States Department of
24 Justice (No. 2017R01454), and the New York State Office of the Attorney General (subpoena to
25 Tesla served on September 24, 2018).

26 Discovery is ongoing and Mr. Musk reserves the right to supplement and/or amend this
27 response should he learn any additional information responsive to the Interrogatory.

28

INTERROGATORY NO. 16:

Identify any actual, proposed, or contemplated investment from January 1, 2018 to October 31, 2018 which would result in a potential investor owning, directly or indirectly, 4% or more of Tesla's total equity or total debt.

RESPONSE TO INTERROGATORY NO. 16:

In addition to the foregoing General Objections and Objections to Instructions and Definitions, which are incorporated by reference herein, Mr. Musk objects to this Interrogatory to the extent that it seeks information protected from discovery by any right to privacy or any other applicable privilege or protection, including the right to privacy of third parties, or by Mr. Musk's obligations under applicable law or contract to protect such confidential information, including as set forth in confidentiality and/or non-disclosure agreements or understandings with third parties. Mr. Musk will provide such information, if any, only in accordance with the Protective Order.

Mr. Musk also objects on the grounds that this Interrogatory is overbroad and unduly burdensome, and seeks information not relevant to the claims or defenses of any party and not proportional to the needs of this case, as Mr. Musk cannot possibly be aware of *any* potential investor who *may have* "proposed" or "contemplated" such an investment and because there are no allegations about any actual, proposed, or contemplated investment that would result in a potential investor owning, directly or indirectly, 4% or more of Tesla's total equity or total debt other than the investment by the PIF.

Mr. Musk further objects on the grounds that the phrase "potential investor" is undefined, vague, and ambiguous in the context of this Interrogatory. Mr. Musk also objects on the grounds that the phrase "investment . . . which would result in a potential investor owning, directly or indirectly, 4% or more of Tesla's total equity or total debt" is undefined, vague, and ambiguous in the context of this Interrogatory. For the purpose of this Interrogatory, Mr. Musk will interpret that phrase to only concern investment(s) that would result in an investor owning 4% or more of Tesla's total equity or total debt where that investor previously owned less than 4% of Tesla's total equity or total debt.

Mr. Musk further objects to this Interrogatory as overbroad and unduly burdensome to the

1 extent it seeks information that is publicly available and/or already in Plaintiff's possession. Mr.
 2 Musk also objects to this Interrogatory to the extent that it would seek to impose on Mr. Musk an
 3 obligation to investigate or discover information or materials from third parties equally accessible
 4 to Plaintiff.

5 Mr. Musk further objects to this Interrogatory to the extent that it seeks information
 6 protected by the attorney-client privilege, work product doctrine, common interest privilege, or
 7 common law privilege, doctrine, immunity, rule of confidentiality, or protection from disclosure
 8 that may attach to the information requested.

9 Subject to and without waiving the foregoing objections, Mr. Musk responds as follows:

10 Mr. Musk is aware of SEC guidelines requiring investor(s) to file certain public disclosures
 11 when a person or group acquires more than 5% of a company's stock. Any such public disclosures
 12 are equally available to Plaintiff.

13 During the July 31, 2018 meeting attended by representatives from the PIF and Tesla at
 14 Tesla's Fremont factory, Mr. Al-Rumayyan informed Mr. Musk that the PIF had invested in Tesla
 15 stock resulting in an ownership stake of nearly 5%. (*See, e.g.,* Musk Tr. SEC-EPROD-000016224.)

16 Discovery is ongoing and Mr. Musk reserves the right to supplement and/or amend this
 17 response should he learn any additional information responsive to the Interrogatory.

18 Dated: September 10, 2021

COOLEY LLP

19 By: /s/ Patrick E. Gibbs
 20 PATRICK E. GIBBS

21 Attorney for Defendants TESLA, INC., ELON
 22 MUSK, BRAD W. BUSS, ROBYN
 23 DENHOLM, IRA EHRENPREIS, ANTONIO
 24 J. GRACIAS, JAMES MURDOCH, KIMBAL
 25 MUSK, and LINDA JOHNSON RICE
 26
 27
 28

PROOF OF SERVICE

I am a citizen of the United States and a resident of the State of California. I am employed in Santa Clara County, State of California, in the office of a member of the bar of this Court, at whose direction the service was made. I am over the age of eighteen years, and not a party to the within action. My business address is Cooley LLP, 3175 Hanover Street, Palo Alto, California 94304-1130. On the date set forth below I served the documents described below in the manner described below:

**ELON R. MUSK'S AMENDED AND SUPPLEMENTAL RESPONSES TO
LEAD PLAINTIFF'S FIRST SET OF INTERROGATORIES**

I am personally and readily familiar with the business practice of Cooley LLP for the preparation and processing of documents in portable document format (PDF) for e-mailing, and I caused said documents to be prepared in PDF and then served by electronic mail to the parties listed below on the following part(ies) in this action:

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Executed on September 10, 2021, at Pacifica, California.

/s/ Amy Garcia
Amy Garcia

VERIFICATION

I, Elon R. Musk, have read Lead Plaintiff Glen Littleton's First Set of Interrogatories to Elon R. Musk and my answers to those interrogatories, which are true according to the best of my knowledge, information, and belief.

I declare under penalty of perjury that the foregoing is true and correct. Executed in Los Angeles, California on April 14, 2021.



Elon R. Musk